

## **General Terms and Conditions Fish and Burger VOF**

### **Definitions**

1. Fish and Burger VOF: Fish and Burger, established in Amsterdam with CoC no. 82002568.
2. Customer: the party with whom Fish and Burger VOF has concluded an agreement.
3. Parties: Fish and Burger VOF and the Customer jointly.

### **Applicability of general terms and conditions**

1. These conditions govern all quotations, offers, work, orders, agreements, and deliveries of services or products by or on behalf of Fish and Burger VOF.
2. The Parties can only deviate from these conditions if they have explicitly accepted this in writing.
3. The Parties explicitly reject the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

### **Quotations and offers**

1. Quotations and offers of Fish and Burger VOF are non-binding, unless explicitly set out otherwise in the quotation or offer.
2. A quotation or offer will apply for no more than 2 weeks, unless the quotation or offer lists a different period for acceptance.
3. If the customer does not accept a quotation or offer within the applicable period, the quotation or the offer will expire.
4. Quotations and offers do not apply to subsequent orders, unless the Parties have explicitly agreed on this in writing.

### **Acceptance**

1. In case of acceptance of a non-binding quotation or offer, Fish and Burger VOF will reserve the right to revoke the quotation or the offer within 3 days of the receipt of the acceptance without the Customer being able to derive any rights from this.
2. Verbal acceptance by the Customer will only be binding to Fish and Burger VOF if the customer has confirmed this acceptance in writing (or by electronic means).

### **Prices**

1. All prices charged by Fish and Burger VOF are in euros, do not include VAT, and do not include any other costs, such as administrative fees, levies, and travel costs, shipping costs, or transport costs, unless explicitly indicated or agreed otherwise.
2. All prices charged by Fish and Burger VOF for its products or services listed on its website or communicated otherwise can be amended by Fish and Burger VOF at any time.
3. The price related to a service will be determined by Fish and Burger VOF based on the hours actually spent.
4. The price will be calculated in accordance with the usual hourly rates of Fish and Burger VOF in force during the period in which the work is performed, unless a deviating hourly rate has been agreed on.
5. If the Parties have agreed on an overall amount for a service provided by Fish and Burger VOF, this will always be a target price, unless the Parties have explicitly agreed on a fixed price in writing that cannot be deviated from.
6. Fish and Burger VOF has the right to deviate from the target price by 10%.
7. If the target price will be higher by more than 10%, Fish and Burger VOF must inform the Customer why a higher price is justified in a timely fashion.

8. If the target price will be higher by more than 10%, the Customer will have the right to let the part of the contract that exceeds the target price by more than 10% expire.
9. Fish and Burger VOF has the right to amend the prices on an annual basis.
10. Fish and Burger VOF will inform the Customer of the price amendments before these take effect.

### **Consequences of late payment**

1. If the Customer fails to pay within the agreed period, Fish and Burger VOF will have the right to charge an interest of 1% per month from the day on which the Customer is in default, in which respect part of a month will be considered a full month.
2. If the Customer is in default, the Customer will also owe extrajudicial collection costs and potential compensation for damages to Fish and Burger VOF.
3. The collection costs will be calculated based on the Dutch Decree on Compensation for Extrajudicial Collection Costs.
4. If the Customer fails to pay on time, Fish and Burger VOF may suspend its obligations until the Customer has met its payment obligations.
5. The claims of Fish and Burger VOF will be immediately due and payable in case of liquidation, bankruptcy, attachment, or suspension of payments of the Customer.
6. If the Customer refuses to cooperate with the implementation of the contract by Fish and Burger VOF, the Customer will still be required to pay the agreed fee to Fish and Burger VOF.

### **Right of suspension**

The Customer waives the right to demand fulfilment of any obligation arising from this agreement.

### **Settlement**

The Customer waives the right to settle a debt to Fish and Burger VOF with a claim on Fish and Burger VOF.

### **Insurance**

The Customer will grant Fish and Burger VOF access to the policy sheets of these insurances at the first request of the latter.

### **Warranty**

If the Parties have concluded an agreement for services, this agreement will only contain best-efforts obligations for Fish and Burger VOF, not obligations to achieve a certain result.

### **Execution of the agreement**

1. Fish and Burger VOF will execute the agreement to the best of its ability and in accordance with the requirements of good workmanship.
2. Fish and Burger VOF has the right to have the agreed services (partially) carried out by third parties.
3. The execution of the agreement will take place in consultation and after written acceptance and payment of the potential advance by the Customer.
4. The Customer is responsible for ensuring that Fish and Burger VOF can start with the execution of the agreement in a timely fashion.
5. If the Customer has not ensured that Fish and Burger VOF can start with the execution of the agreement in a timely fashion, any resulting additional costs and/or additional hours will be borne by the Customer.

### **Provision of information by the Customer**

1. The Customer will provide all information, data, and documents relevant to the correct execution of the agreement to Fish and Burger VOF in a timely fashion and in the desired form and manner.
2. The Customer guarantees the accuracy, completeness, and reliability of the provided information, data, and documents, even if these have been provided by third parties, to the extent not otherwise determined by the nature of the agreement.
3. If and insofar as the Customer requests this, Fish and Burger VOF will return the relevant documents.
4. If the Customer does not make the information, data, or documents reasonably desired by Fish and Burger VOF available, or fails to do so in a timely or proper fashion, and the execution of the agreement is delayed as a result, the resulting additional costs and additional hours will be borne by the Customer.

### **Duration of the agreement for services**

1. The agreement between Fish and Burger VOF and the Customer concerning a service or multiple services will be concluded for an indefinite period, unless the nature of the agreement dictates otherwise or the Parties have expressly agreed otherwise in writing.
2. If an agreement has been concluded for a definite period, this agreement will be tacitly converted into an agreement for an indefinite period after the expiry of the period, unless one of the Parties terminates the agreement with due observance of a notice period of 2 months, due to which the agreement will end by operation of law.
3. If the Parties have agreed on a period for the completion of certain work during the effective period of the agreement, this will never constitute a deadline. If this period is exceeded, the Customer must send Fish and Burger VOF a written notice of default.

### **Termination of an agreement for a service concluded for an indefinite period**

The Customer can terminate an agreement for a service concluded for an indefinite period at any time with due observance of a notice period of 2 months.

### **Confidentiality**

1. The Customer will observe the confidentiality of any information (in whatever form) received from Fish and Burger VOF.
2. The same applies to all other information related to Fish and Burger VOF of which confidentiality or secrecy the Customer is or should be aware, or of which he could expect that distribution would harm Fish and Burger VOF.
3. The Customer will take all measures needed to ensure that the information listed in paragraphs 1 and 2 is kept confidential.
4. The duty of confidentiality set out in this article does not apply to information:
  - which was already public before the Customer learnt of this information or that became public knowledge at a later time without this being the result of a violation of the duty of confidentiality by the Customer
  - which is disclosed by the Customer based on a statutory obligation
5. The duty of confidentiality set out in this article applies for the effective period of the underlying agreement and for a period of 3 years thereafter.

### **Penalty clause**

1. If the other party violates the article of these general terms and conditions on confidentiality or intellectual property, this party will forfeit an immediately exigible fine for each violation for the benefit of Fish and Burger VOF.
  - This fine amounts to €5,000 if the other party is a legal entity.

2. The other party will also forfeit 5% of the amount listed in paragraph 1 for each day on which this violation persists.
3. This fine does not require a prior notice of default or judicial proceedings. Nor does it require any form of damage.
4. The forfeiture of the fine set out in the first paragraph of this article is without prejudice to the other rights of Fish and Burger VOF, including its right to claim compensation for damages in addition to the fine.

### **Indemnification**

The Customer indemnifies Fish and Burger VOF against all claims by third parties related to the products and/or services provided by Fish and Burger VOF.

### **Complaints**

1. The Customer must investigate a product or service provided by Fish and Burger VOF for any shortcomings as soon as possible.
2. If a delivered product or provided service does not correspond to what the Customer could have reasonably expected of the agreement, the Customer must inform Fish and Burger VOF of this as soon as possible, at least within 1 month of discovering the shortcomings.
3. Consumers must inform Fish and Burger VOF of the shortcomings within 2 months after their discovery.
4. The Customer must include a description of the shortcoming which is as detailed as possible to enable Fish and Burger VOF to offer an adequate response.
5. The Customer must demonstrate that the complaint relates to an agreement concluded between the Parties.
6. If a complaint concerns ongoing work, this may not lead to Fish and Burger VOF being required to perform other work than agreed.

### **Notice of default**

1. The Customer must send any notices of default to Fish and Burger VOF in writing.
2. The Customer is responsible for ensuring that a notice of default actually reaches Fish and Burger VOF (on time).

### **Joint and several liability of the Customer**

If Fish and Burger VOF concludes an agreement with multiple customers, each of them will be jointly and severally liable for the full amounts they owe to Fish and Burger VOF based on this agreement.

### **Liability of Fish and Burger VOF**

1. Fish and Burger VOF will only be liable for any damage suffered by the Customer if and insofar as this damage is the result of intent or deliberate recklessness.
2. If Fish and Burger VOF is liable for any damage, it will only be liable for direct damage arising from or related to the execution of an agreement.
3. Fish and Burger VOF will never be liable for indirect damage, such as consequential damage, loss of profits, loss of savings, or damage to third parties.
4. If Fish and Burger VOF is liable, this liability will be limited to the amount paid by a (professional) liability insurance and, if an insurance company does not provide (full) compensation for the damage amount, the liability will be limited to the (part of the) invoice amount to which the liability relates.

### **Expiry date**

Any right of the Customer to compensation from Fish and Burger VOF will always expire 12 months following the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

### **Right to dissolution**

1. The Customer has the right to dissolve the agreement if Fish and Burger VOF attributable fails to fulfil its obligations, unless this shortcoming, considering its extraordinary nature or minor importance, does not justify this dissolution.
2. If the fulfilment of the obligations of Fish and Burger VOF is not permanently or temporarily impossible, dissolution can only take place once Fish and Burger VOF is in default.
3. Fish and Burger VOF has the right to dissolve the agreement concluded with the Customer if the Customer fails to (fully) fulfil its obligations arising from the agreement (in a timely fashion), or if Fish and Burger VOF has learnt of circumstances that give it valid grounds to fear that the Customer will be unable to properly fulfil its obligations.

### **Force majeure**

1. In addition to the provisions of Article 6:75 DCC, a shortcoming of Fish and Burger VOF in the fulfilment of any obligation of vis-à-vis the Customer will not be attributable to Fish and Burger VOF in a circumstance beyond the control of Fish and Burger VOF due to which the fulfilment of its obligations vis-à-vis the Customer is fully or partially obstructed, or due to which the fulfilment of its obligations cannot reasonably be demanded from Fish and Burger VOF.
2. A force majeure situation referred to in paragraph 1 also includes, but is not limited to, an emergency condition (such as civil war, insurrection, riots, natural disasters, etc.), failures and force majeure of suppliers, carriers, or other third parties, unexpected electricity outages, Internet outages, computer outages, and telecommunications outages, computer viruses, strikes, government measures, unforeseen traffic issues, poor weather conditions, and work interruptions.
3. If a force majeure situation occurs due to which Fish and Burger VOF is unable to fulfil one or more obligation(s) vis-à-vis the Customer, these obligations will be suspended until Fish and Burger VOF is able to fulfil its obligations again.
4. Both Parties may fully or partially terminate the agreement in writing once a force majeure situation has lasted at least 30 calendar days.
5. Fish and Burger VOF will not owe any compensation (for damages) in a force majeure situation, including when it enjoys any benefits as a result of the force majeure situation.

### **Amendments to the agreement**

If it becomes clear after the conclusion of the agreement that its execution requires its contents to be supplemented or amended, the Parties will amend the agreement accordingly in consultation in a timely fashion.

### **Amendments to these general terms and conditions**

1. Fish and Burger VOF has the right to amend or supplement these general terms and conditions.
2. Minor amendments may be made at any time.
3. Fish and Burger VOF will discuss major substantive amendments with the Customer in advance as much as possible.

### **Transfer of rights**

1. Rights of the Customer arising from an agreement concluded between the Parties cannot be transferred to third parties without the prior written permission of Fish and Burger VOF.

2. This provision applies as a clause with a property law-related effect within the meaning of Article 3:83(2) DCC.

#### **Consequences of nullity or unenforceability**

1. If one or more provision(s) of these general terms and conditions is/are found to be void or unenforceable, this will not affect the other provisions of these conditions.
2. In this case, a provision that is void or unenforceable will be replaced by a provision that most closely matches the intention of Fish and Burger VOF when drawing up the general terms and conditions.

#### **Applicable law and competent court**

1. All agreements between the Parties are exclusively governed by the laws of the Netherlands.
2. The Dutch court in the district where Fish and Burger VOF is established/operates is exclusively competent to hear any disputes between the Parties, unless determined otherwise by legal provisions.

Drawn up on 26 March 2021.